



United States Department of the Interior
National Business Center
Aviation Management
4405 Lear Court
Anchorage, AK 99502



Greetings Prospective Offerors

Solicitation No. D11PS35113: Aircraft maintenance, repair and inspection services in support of the Aviation Management Directorate at 4405 Lear Court Anchorage, AK 99502.

The attached Request for Proposals (RFP) is to acquire fully aircraft maintenance services for use in support as specified in the solicitation. The services of the RFP are being acquired under the authority of Federal Acquisition Regulations (FAR), Part 12, Acquisition of Commercial Items and FAR Subpart 13.5, Test Program for Certain Commercial Items. The contents of the solicitation are as described in the Table of Contents.

〰〰〰 SPECIAL NOTICE

I would like to direct your attention to the information included in this letter. It is intended to assist you in preparing your offer and to identify items that may affect the offer you submit in response to this requirement.

BACKGROUND –

The primary purpose of the contract will be to obtain fully aircraft maintenance, repair and inspection services in support of the Aviation Management Directorate. Contractor services include maintenance services, personnel, and all other associated equipment, as prescribed in the solicitation.

Section D, 52.212-1, Instructions to Offerors and Evaluation, discusses what you should do to submit a proposal and how we will evaluate the proposals received. Prior to submission of your proposal, please check to see that you have included all the information requested. Failure to include the information identified may adversely effect the evaluation of your proposal.

If your offer is selected for award, your prices will remain in effect for the first year of the contract as well as subsequent option years if option years are included and exercised. No adjustments to prices will be made except as otherwise permitted in the solicitation specifications. Renewal of the contract(s) is at the option of the Government and this should be given careful consideration when considering costs that may impact operation of your services over the contract period.

Proposals are due by 2:00 PM, September 27, 2011. Proposals received after this time and date would be subject to the conditions of D5, Late Submissions, Modifications, Revisions, and Withdrawals of Offers.

You are urged to carefully read the solicitation in its entirety, as the solicitation does include new and/or updated provisions and clauses. Some items worthy of your attention and that could affect the proposal you submit, are:

- FAA Repair Station Certification Requirements (B2.1)
- Invoice Submittal Requirements (C8)
- Proof of Hangar Keepers Insurance (C17)
- Offer contents to be submitted (D4)
- Successful offeror must be registered in the Central Contract Registration (CCR) in order for an award to be made (D7)
- Section E – Offeror may complete representations and certifications by an annual electronic submission.

If after reading the solicitation you have questions, please submit your questions in writing via email or fax to Stephanie Oberlander at Stephanie.Oberlander@nbc.gov or 907-271-6446. They will be researched and answered via an amendment to the solicitation. Questions will be accepted until 2:00 pm September 19, 2011, and answers will be posted by close of business September 20, 2011.

Thank you

V. Michele Waters
V. Michele Waters, Contracting Officer
907-271-5021
Michele.Waters@nbc.gov

Proposal requirements are listed below:

You are required to submit the following documents (as described in Section D) upon thorough review of your requirements under the solicitation:

- ☐ Completed Standard Form 1449 with blocks 12 (as applicable), 17 (no code or facility code required), and 30 (include signature, title, and date) completed.
- ☐ Completed Item Pricing
- ☐ Section E, Offerors Representations and Certifications
- ☐ Offerors Miscellaneous Information
- ☐ A completed copy of the Reference Questionnaire
- ☐ Acknowledgment of Solicitation Amendments (if any) which will be posted on www.fbo.gov

Additional Requirements:

- ☐ Prior to any award, Offerors are also required to be registered in the Central Contractor Registration database (www.ccr.gov) for the NAICS of the agreement (488190).
- ☐ Prior to any payments, an ACH-Vendor/Miscellaneous Payment Enrollment Form is required to set up Electronic Payments along with a W-9. If you have previously submitted this information to Aviation Management you do not need to resubmit unless the information has changed.
- ☐ Annually, vendors are required to update FAR 52.212-3 Offerors Representations and Certifications. This can be done in writing or by updating the information online using the Online Representations and Certifications Application (ORCA) at <http://orca.bpn.gov>.

Please mail the entire package back to:

**Aviation Management
Attn: Stephanie Oberlander
4405 Lear Court
Anchorage, AK 99502**

1. REQUISITION NUMBER	PAGE 1 OF 44
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

<input checked="" type="checkbox"/>	27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/>	27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) V. Michele Waters	31c. DATE SIGNED
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SECTION A – REQUIREMENTS AND PRICING

ACRONYMS AS USED THROUGHOUT THIS CONTRACT ARE AS FOLLOWS:

AM	Aviation Management
AMD-2	AMD-2 Aircraft Flight Use Report
AMD-79B	Aircraft Maintenance Estimate Form
CCR	Central Contractor Registration
CO	Contracting Officer
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
DUNS	Data Universal Numbering System
DOI	U.S. Department of the Interior
EFT	Electronic Funds Transfer
FAR	Federal Acquisition Regulations
FAA	Federal Aviation Administration
G&A	general & administration
NDT	NONDESTRUCTIVE TESTING
N/A	Not Applicable or Not available
RFP	Request for Proposals

SECTION A – REQUIREMENTS AND PRICING

A1. REQUIREMENTS AND PRICING

A1.1 The purpose of this solicitation is to provide aircraft maintenance services for fixed-wing aircraft from commercial sources on an “on-call” basis. Multiple awards within the State of Alaska are contemplated. These services complement maintenance services provided by the Government at the Anchorage (Lake Hood) maintenance facility.

A1.2 Maintenance Services may include scheduled inspections, unscheduled maintenance and/or repairs necessitated as a result of accidents or incidents that will be subject to the dollar limitations set for individual orders. Service and maintenance orders shall include, but not be limited to scheduled or unscheduled inspections, repairs and/or maintenance currently for the following type of aircraft: Piper PA-18, Husky A1B, Scout, Cessna 185, Cessna 206, Bush Hawk FBA2C1, PC-12, Kodiak Quest, De Havilland DHC-2 and DHC-2T aircraft or other additional U.S. Department of Interior (DOI) aircraft as identified. Locations within the State of Alaska that services are sought for these types of aircraft include, but not limited to: Anchorage, Fairbanks, Kenai/Soldotna, Kodiak, Dillingham, Kotzebue, Nome, Glenallen, and King Salmon, Port Alsworth/Lake Charles, Galena.

A1.3 An award resulting from this solicitation does not guarantee any level of work. This contract will govern terms, conditions and requirements applicable to orders that are placed and accepted by the contractor. Contractors may refuse to accept orders for service if they are unable to either perform the type of work requested or within the time frame required. (See C11.1)

A1.4 Contract Period. The contract period shall be a Base Year, starting October 1, 2011, or date of award, whichever is later, through September 30, 2012. Two one-year option years are available and shall run from October 1 to September 30 of the applicable year, when exercised. Including Option Year, the Contract period is not anticipated to extend beyond September 30, 2014.

SECTION A – REQUIREMENTS AND PRICING

A2. MISCELLANEOUS AIRCRAFT MAINTENANCE

Labor and/or materials for both routine and non-routine repairs and/or maintenance and those required to correct deficiencies not covered under the inspection checklist, found in the performance of a schedule inspection will be billed using the appropriate Miscellaneous Labor and Parts items shown below and must be approved in advance by the Contracting Officer Representative (COR).

a. MISCELLANEOUS LABOR RATES (Shop Rates)

HOURLY RATES

	<u>BASE YEAR</u>	<u>OPTION YEAR 1</u>	<u>OPTION YEAR 2</u>
a. Shop Rate - Regular hours	\$ _____	\$ _____	\$ _____
b. Shop Rate - Overtime hours	\$ _____	\$ _____	\$ _____
c. Shop Rate - Sunday/holiday hours	\$ _____	\$ _____	\$ _____

b. PARTS AND SUBCONTRACTED SERVICES.

All parts and subcontracted services shall be paid based upon one of two pricing methods: 1) at a maximum of actual cost plus the percentage, **but not to exceed a published manufacturer's list price**, OR 2) at a percentage **below** the published manufacturer's list price. Proposed method should be less than or equal cost to the Government when compared to your commercial practices. This percentage should include indirect costs including general & administration (G&A) costs allocated to direct material that are not included in any hourly rates or flat rates. Proposed method should provide

Choose one of the Methods below:

1. Cost Plus _____ %
2. Deduct _____ % from Published Manufacturer's List Price

c. MISCELLANEOUS SHOP SUPPLIES ____% OF NON-ROUTINE LABOR

(Consists of consumables used in the course of the maintenance being performed **not** charged as flat-rate or parts)

d. Travel Reimbursement: See Section C

CONTRACTOR NORMAL HOURS OF OPERATION

Monday through Friday: _____ TO _____

Saturday: _____ TO _____

SECTION A – REQUIREMENTS AND PRICING

A3. BID ITEMS – BASE YEAR

BASE YEAR - DATE OF AWARD THROUGH SEPTEMBER 30, 2012

A3.1. FLAT RATE 100 HOUR/ANNUAL INSPECTIONS: (Flat rates shall be based upon the manufacturer's inspection requirements and checklists for the aircraft identified.) Inspection checklists based upon these requirements, may be provided by DOI for some model aircraft as listed in Appendix A. **All inspections are to include associated records review & documentation, ground operational checks, lubrication requirements, cleaning, and servicing.** Additional task cards required by AMD that are listed on checklists are not considered additional cost. Task cards required "not" included will be billed under the Miscellaneous Labor Rate.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Price</u>
1.	100-Hour/Annual Inspection PA-18 (LABOR ONLY)		
a.	On Wheels	JOB	\$ _____
b.	On Floats	JOB	\$ _____
c.	On Skis	JOB	\$ _____
2.	100-Hour/Annual Inspection Husky (LABOR ONLY)		
a.	On Wheels	JOB	\$ _____
b.	On Floats	JOB	\$ _____
c.	On Skis	JOB	\$ _____
3.	100-Hour/Annual Inspection Cessna 185 (LABOR ONLY)		
a.	On Wheels	JOB	\$ _____
b.	On Floats	JOB	\$ _____
c.	On Skis	JOB	\$ _____
4.	100-Hour/Annual Inspection Cessna 206 (LABOR ONLY)		
a.	On Wheels	JOB	\$ _____
b.	On Straight Floats	JOB	\$ _____
c.	On Amphibious Floats	JOB	\$ _____
d.	On Skis	JOB	\$ _____
5.	100-Hour/Annual Inspection Bush Hawk FBA2C1 (LABOR ONLY)		
a.	On Wheels	JOB	\$ _____
b.	On Floats	JOB	\$ _____
c.	On Skis	JOB	\$ _____

SECTION A – REQUIREMENTS AND PRICING

6. 100-Hour/Annual Inspection De Havilland DHC-2 (LABOR ONLY)

- | | | | |
|----|-----------|-----|----------|
| a. | On Wheels | JOB | \$ _____ |
| b. | On Floats | JOB | \$ _____ |
| c. | On Skis | JOB | \$ _____ |

7. 100-Hour/Annual Inspection De Havilland 2T (LABOR ONLY)

- | | | | |
|----|-----------|-----|----------|
| a. | On Wheels | JOB | \$ _____ |
| b. | On Floats | JOB | \$ _____ |
| c. | On Skis | JOB | \$ _____ |

8. 100-Hour/Annual Inspection Scout (LABOR ONLY)

- | | | | |
|----|-----------|-----|----------|
| a. | On Wheels | JOB | \$ _____ |
| b. | On Floats | JOB | \$ _____ |
| c. | On Skis | JOB | \$ _____ |

9. 100-Hour/Annual Inspection PC-12 (LABOR ONLY)

- | | | | |
|----|-----------|-----|----------|
| a. | On Wheels | JOB | \$ _____ |
|----|-----------|-----|----------|

10. 100-Hour/Annual Inspection Kodiak Quest (LABOR ONLY)

- | | | | |
|----|----------------------|-----|----------|
| a. | On Wheels | JOB | \$ _____ |
| b. | On Floats | JOB | \$ _____ |
| c. | On Amphibious Floats | JOB | \$ _____ |

A4. BID ITEMS – OPTION YEAR 1

OPTION YEAR 1 - OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013

A4.1. FLAT RATE 100 HOUR/ANNUAL INSPECTIONS (Flat rates shall be based upon the manufacturer's inspection requirements and checklists for the aircraft identified). Inspection checklists based upon these requirements, may be provided by DOI for some model aircraft as listed in Appendix A. **All inspections are to include associated records review & documentation, ground operational checks, lubrication requirements, cleaning, and servicing.** Additional task cards required by AMD that are listed on checklists are not considered additional cost. Task cards required "not" included will be billed under the Miscellaneous Labor Rate.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Price</u>
1.	100-Hour/Annual Inspection PA-18 (LABOR ONLY)		
a.	On Wheels	JOB	\$ _____
b.	On Floats	JOB	\$ _____
c.	On Skis	JOB	\$ _____

SECTION A – REQUIREMENTS AND PRICING

2. **100-Hour/Annual Inspection Husky (LABOR ONLY)**

- | | | | |
|----|-----------|-----|----------|
| a. | On Wheels | JOB | \$ _____ |
| b. | On Floats | JOB | \$ _____ |
| c. | On Skis | JOB | \$ _____ |

3. **100-Hour/Annual Inspection Cessna 185 (LABOR ONLY)**

- | | | | |
|----|-----------|-----|----------|
| a. | On Wheels | JOB | \$ _____ |
| b. | On Floats | JOB | \$ _____ |
| c. | On Skis | JOB | \$ _____ |

4. **100-Hour/Annual Inspection Cessna 206 (LABOR ONLY)**

- | | | | |
|----|----------------------|-----|----------|
| a. | On Wheels | JOB | \$ _____ |
| b. | On Straight Floats | JOB | \$ _____ |
| c. | On Amphibious Floats | JOB | \$ _____ |
| d. | On Skis | JOB | \$ _____ |

5. **100-Hour/Annual Inspection Bush Hawk FBA2C1 (LABOR ONLY)**

- | | | | |
|----|-----------|-----|----------|
| a. | On Wheels | JOB | \$ _____ |
| b. | On Floats | JOB | \$ _____ |
| c. | On Skis | JOB | \$ _____ |

6. **100-Hour/Annual Inspection De Havilland DHC-2 (LABOR ONLY)**

- | | | | |
|----|-----------|-----|----------|
| a. | On Wheels | JOB | \$ _____ |
| b. | On Floats | JOB | \$ _____ |
| c. | On Skis | JOB | \$ _____ |

7. **100-Hour/Annual Inspection De Havilland 2T (LABOR ONLY)**

- | | | | |
|----|-----------|-----|----------|
| a. | On Wheels | JOB | \$ _____ |
| b. | On Floats | JOB | \$ _____ |
| c. | On Skis | JOB | \$ _____ |

8. **100-Hour/Annual Inspection Scout (LABOR ONLY)**

- | | | | |
|----|-----------|-----|----------|
| a. | On Wheels | JOB | \$ _____ |
| b. | On Floats | JOB | \$ _____ |
| c. | On Skis | JOB | \$ _____ |

SECTION A – REQUIREMENTS AND PRICING

9. 100-Hour/Annual Inspection PC-12 (LABOR ONLY)

a. On Wheels JOB \$ _____

10. 100-Hour/Annual Inspection Kodiak Quest (LABOR ONLY)

a. On Wheels JOB \$ _____

b. On Floats JOB \$ _____

c. On Amphibious Floats JOB \$ _____

A5. BID ITEMS – OPTION YEAR 2

OPTION YEAR 2 - OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

A4.1. FLAT RATE 100 HOUR/ANNUAL INSPECTIONS (Flat rates shall be based upon the manufacturer's inspection requirements and checklists for the aircraft identified). Inspection checklists based upon these requirements, may be provided by DOI for some model aircraft as listed in Appendix A. **All inspections are to include associated records review & documentation, ground operational checks, lubrication requirements, cleaning, and servicing.** Additional task cards required by AMD that are listed on checklists are not considered additional cost. Task cards required "not" included will be billed under the Miscellaneous Labor Rate.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Price</u>
1.	100-Hour/Annual Inspection PA-18 (LABOR ONLY)		
a.	On Wheels	JOB	\$ _____
b.	On Floats	JOB	\$ _____
c.	On Skis	JOB	\$ _____
2.	100-Hour/Annual Inspection Husky (LABOR ONLY)		
a.	On Wheels	JOB	\$ _____
b.	On Floats	JOB	\$ _____
c.	On Skis	JOB	\$ _____
3.	100-Hour/Annual Inspection Cessna 185 (LABOR ONLY)		
a.	On Wheels	JOB	\$ _____
b.	On Floats	JOB	\$ _____
c.	On Skis	JOB	\$ _____
4.	100-Hour/Annual Inspection Cessna 206 (LABOR ONLY)		
a.	On Wheels	JOB	\$ _____
b.	On Straight Floats	JOB	\$ _____
c.	On Amphibious Floats	JOB	\$ _____
d.	On Skis	JOB	\$ _____

SECTION A – REQUIREMENTS AND PRICING

5. **100-Hour/Annual Inspection Bush Hawk FBA2C1 (LABOR ONLY)**

- | | | | |
|----|-----------|-----|----------|
| a. | On Wheels | JOB | \$ _____ |
| b. | On Floats | JOB | \$ _____ |
| c. | On Skis | JOB | \$ _____ |

6. **100-Hour/Annual Inspection De Havilland DHC-2 (LABOR ONLY)**

- | | | | |
|----|-----------|-----|----------|
| a. | On Wheels | JOB | \$ _____ |
| b. | On Floats | JOB | \$ _____ |
| c. | On Skis | JOB | \$ _____ |

7. **100-Hour/Annual Inspection De Havilland 2T (LABOR ONLY)**

- | | | | |
|----|-----------|-----|----------|
| a. | On Wheels | JOB | \$ _____ |
| b. | On Floats | JOB | \$ _____ |
| c. | On Skis | JOB | \$ _____ |

8. **100-Hour/Annual Inspection Scout (LABOR ONLY)**

- | | | | |
|----|-----------|-----|----------|
| a. | On Wheels | JOB | \$ _____ |
| b. | On Floats | JOB | \$ _____ |
| c. | On Skis | JOB | \$ _____ |

9. **100-Hour/Annual Inspection PC-12 (LABOR ONLY)**

- | | | | |
|----|-----------|-----|----------|
| a. | On Wheels | JOB | \$ _____ |
|----|-----------|-----|----------|

10. **100-Hour/Annual Inspection Kodiak Quest (LABOR ONLY)**

- | | | | |
|----|----------------------|-----|----------|
| a. | On Wheels | JOB | \$ _____ |
| b. | On Floats | JOB | \$ _____ |
| c. | On Amphibious Floats | JOB | \$ _____ |

Section B – STATEMENT OF WORK

B1. GENERAL

This contract is established for the purpose of acquiring commercial maintenance services for Government owned and operated fixed wing aircraft within the State of Alaska, as required by the DOI Aviation Management (AM).

B2. COMMERCIAL MAINTENANCE SERVICES

B2.1 Maintenance Services to be provided under this contract shall comply with Federal Aviation Administration Regulations, and individual aircraft manufacturer's maintenance manuals and requirements. The contractor shall either hold a Federal Aviation Administration (FAA) Repair Station Certificate or work must be performed by FAA Certificated Airplane and Power plant Mechanics, including inspections by those having an FAA Inspector's Authorization.

B2.2 In addition, the contractor agrees to comply with the maintenance procedures and instructions contained in Attachment 1 entitled AMD Operational Procedures Memorandum No. 06-AR-01 dated February 1, 2006 (Extended 7/6/2011).

B3. TECHNICAL REQUIREMENTS

B3.1 The contractor may be tasked to perform annual inspections, 100-hour inspections, preventative and remedial maintenance, including configuration changes (i.e. wheels to floats, skis etc) as well as engine and propeller changes. Contractor may also be responsible for performing pilot static certifications, transponder and aircraft system certification. Avionics inspection, maintenance and repair are included this contract except for repair of radio headsets and helmets and major radio component repairs.

B3.2 The contractor may be tasked to paint aircraft parts, components and other items that can fit inside approved painting areas. Painting of aircraft fuselages and wings are not included under this contract.

B3.3. All preventive maintenance, routine and non-routine maintenance and scheduled or required inspections shall be performed in accordance with the applicable Federal Aviation Regulations (including compliance with 14 CFR 39) and the manufacturer's specifications. All maintenance shall be recorded in the affected aircraft maintenance record in accordance with 14 CFR Parts 39, 43, 91 and 145.

B3.4. Contractor shall assure that all maintenance operations on the aircraft are performed in accordance with the standards set forth in 14 CFR 39, 43, 91, and 145. The Contractor shall further assure that all required manufacturer's service manuals, instructions and service

bulletins that relate to the aircraft, including the procedures and instructions set forth therein are complied with, including all mandatory service bulletins, unless identified by the (COR). Contractor shall also adhere to inspection checklists provided by the COR in performing routine and special inspections.

B3.5 All work accomplished by contractor shall be performed in accordance with (a) the terms, conditions and specifications contained herein; (b) applicable Federal Aviation Regulations, (c) the appropriate make and model Overhaul and Maintenance Manuals and the supplementary publications referenced therein; (d) applicable Airworthiness Directives; and (e) those service bulletins, service letters or other instructions issued by the item manufacturer or by the FAA and specifically required by the COR to be accomplished. The contractor shall be responsible for providing all required manuals supporting maintenance activities.

B3.6 When Airworthiness Directives, Service Bulletins, maintenance or repair manuals or other applicable issuance authorize alternate compliance, repair or rework methods, that result in a permanent fix at the lowest estimated operating cost to the Government; the alternate will be used, unless otherwise directed by the COR.

B3.7 Contractor mechanics are not authorized to fly Government aircraft. Contractor mechanics may run up aircraft for the purposes of inspection and test. This includes limited movement under power at the contractor's facility, but not public taxiways. The vendor is to ensure that only trained and responsible mechanics be authorized to run up and/or taxi aircraft.

B4. 100 HOUR/ANNUAL INSPECTIONS -

B4.1 Contractor shall provide annual inspections as tasked. The DOI performs Annual inspections at every 100 hours of operation. The DOI operates as an FAA Part 91 operation with departmental requirements to maintain in accordance with most FAA Part 135 standards. This includes adherence to all engine and component maintenance in accordance with the Manufacturer's recommended time before overhaul/replacement times. Manufacturers Airworthiness Directives shall be adhered to. It is necessary to provide annual inspections in a timely and expeditious manner as possible.

B4.2 With each oil change performed as part of an annual inspection, the contractor shall collect an oil sample using a Government furnished Kit. The mechanic shall collect this sample and complete associated paperwork for sample submission to the laboratory.

B4.3 Annual inspections shall be performed in accordance with the manufacturer's (Piper/Cessna/Aviat/American

Section B – STATEMENT OF WORK

Champion/Maule, DeHavilland, Fount etc. as applicable) inspection checklist. In addition the contractor shall also perform the Special Inspection Requirements for each type of aircraft. All checked items shall carry the initials of the inspector/mechanic who actually performed the inspection.

B4.4 Contractor shall prepare a work order file for each aircraft. The original completed annual inspection checklist shall be submitted to the COR upon completion of the task. The contractor will maintain a copy for their files.

B5. DISCREPANCIES

B5.1 Estimates - Any discrepancies noted, as a result of any assigned work, shall be considered as part of this contract. The contractor shall provide a detailed listing of repairs necessary and the corresponding labor and parts necessary to make the repairs. The discrepancy and appropriate repair effort shall be listed in sufficient detail on the AMD-79B Aircraft Maintenance Estimate Form (AMD-79B) (Attachment 2) to convey the nature of the discrepancy and the method of correction. The AMD-79B Form shall also include the estimated completion date the aircraft will be returned to service. The AMD-79B Form shall be sent to the COR for the unscheduled repairs review and approval prior to the contractor commencing work. (See Section C12)

B5.2 Supplemental Deficiencies - In the event that supplemental deficiencies are discovered during the course of repairs, the Contractor shall promptly notify the COR. Notification shall include an estimate of the repairs as well as reasons why such deficiencies were not previously identifiable. Prior approval is required for all repairs. All supplemental work shall include both costs and completion dates as provided for in the original work order.

B5.3 All aircraft installed equipment and systems shall be functional upon completion of the inspection, unless otherwise deferred by the COR, and the component is not included on the particular Aircraft Type Certificate.

B5.4 The Government will be responsible for conducting a post maintenance evaluation flight and returning aircraft to its designated base.

B6. UNSCHEDULED MAINTENANCE

B6.1 Contractor shall be responsible for unscheduled maintenance/repairs as tasked. The COR shall issue a work order authorization for the contractor to proceed with a diagnosis and repair estimate. Unscheduled maintenance/repairs may include servicing the aircraft anywhere within the State of Alaska. The work order will

identify location of the aircraft and authorize travel, if appropriate, and include a maximum number of labor hours that may be expended in the assessment of work to be performed.

B6.2 The contractor shall be responsible for providing the COR an estimate of the repairs, including parts, and/or subcontracted work on an AMD-79B Aircraft Maintenance Estimate Form. The estimate shall also include the completion date for all work and estimated time to return the aircraft to service. The total cost for the unscheduled repairs are subject to review and approval by the COR prior to the contractor commencing work. Completion times shall be expressed in terms of number of calendar days from date of receipt of the COR acceptance of the work order.

B6.3 The contractor will be reimbursed for travel and subsistence for authorized travel, in accordance with Section. (See Section C12)

B6.4 All aircraft installed equipment and systems shall be functional upon completion of the work, unless otherwise deferred by the COR, and the component is not included on the particular aircraft Type Certificate.

B7. AIRCRAFT RECONFIGURATION

B7.1 The Contractor shall be responsible for gear configurations as tasked. This includes conversion from wheels to ski, ski to wheel, to floats, etc. The COR or PI shall issue a work order for each reconfiguration.

B7.2 Contractor may also be responsible for pick up and return of items from the storage locations at the time of each reconfiguration. If the pick-up and/or return of items is required, the vendor will be compensated at their hourly shop rate established in SECTION A – REQUIREMENTS AND PRICING.

B7.3 Reconfigurations shall include the removal, tagging, inspection and storage of gear removed, as well as inspection, installation and properly documenting the work performed in the aircraft records and returning the aircraft to service upon completion.

B7.4 All components and parts shall be inspected immediately upon removal. At time of removal of floats, the contractor is responsible for pumping all compartments dry (floats), cleaning exterior surfaces, arrest all visual (minor) corrosion and preservation for storage. Ski bottoms shall be checked for wear and minor damage, as well as hydraulics (if applicable) and all fittings and components. All hydraulic fittings shall be capped to prevent fluid spillage during storage. All parts shall be checked for condition, inventoried and tagged prior to moving to storage. The contractor is responsible

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for ensuring that the all removed parts are in a serviceable condition prior to storage, unless a discrepancy list is prepared as indicated below. Only the COR can approve disposal of government parts.

B7.4.1 A statement of condition/discrepancy report (i.e. damage, parts needing replacement or major corrosion) shall be identified at the time of removal and furnished to the COR. Refurbishment, replacement of parts and major corrosion treatment will be considered separate work order as unscheduled maintenance.

B8. AIRCRAFT RECORDS AND DOCUMENTATION

B8.1 The contractor shall be responsible for the preparation of records and the submission of documentation supporting all work performed. This effort shall be included as a part of each *AMD-79B Aircraft Maintenance Estimate Form*. The aircraft records will be retained and maintained by the COR. All work conducted by the contractor shall be recorded on the *AMD-79B Form and Work Order*.

B8.2 The Government shall furnish aircraft records; inspection requirements, worksheets and known deferred discrepancies to the Contractor at the time service is requested. Engine historical records will include a listing of life-limited parts indicating the part number, nomenclature, location, serial number, total operating hours, total time since overhaul and total cycles accumulated.

B8.3 The Contractor shall provide record of compliance with Airworthiness Directives; Manufacturer's Service Bulletins or other modifications and all maintenance actions they accomplish. They shall further record whether such modifications were performed under company specifications, FAA specifications or engineering order, or by replacement of parts due to normal attrition. The Contractor shall document the nomenclature, serial number, part number, location and total time, time since overhaul and total cycles accumulated for all replacement life-limited parts they install. In the event installed life-limited parts are inspected, reworked or modified to extend the service life; the total hours and cycles at time of rework, remaining life-limit after rework, and the document used for rework shall be recorded. Records pertaining to compliance with FAA Airworthiness Directives, Manufacturer's Service Bulletins or other modifications shall be in such detail that the method and extent of compliance can be readily ascertained. This information shall be documented on the contractor's work orders.

B8.4 The contractor must have appropriate signatures (sign-off) for the repair work being accomplished.

Current *AMD-2 Aircraft Flight Use Report (AMD-2)*, which may identify repair needs (discrepancies), will accompany the aircraft. The contractor must complete the *AMD-2*, (including log book entries) and sign it prior to returning the aircraft to service.

B8.5 Weight and Balance - The contractor is responsible to provide and update weight and balance information, 337's, etc., for all work accomplished. The contractor may be requested to weigh aircraft by the COR.

B8.6 Parts History - Each part installed on aircraft shall have a new manufacture tag, or a rebuild tag. Documentation or history must be appropriately identified. Original documentation shall be furnished as attachments to appropriate work orders.

B8.7 Disposition of Government Parts - Parts removed from aircraft suspected to be the probable cause for unit malfunction which the Government designates for investigation and analysis will remain Government property. Those parts shall be tagged and returned to the COR. All parts removed, as a result of maintenance activities shall be tagged as to condition (i.e. Red, Yellow or Green) and stored as directed by the COR.

B8.8 The contractor shall provide the Government with a copy of all work orders, which properly lists and documents all work performed and parts installed and removed. After completion of the work, the contractor shall submit all required documentation to the COR.

B9. WARRANTY AND SERVICE POLICY PROGRAM

B9.1 In all cases where maintenance is performed on items falling within the scope of a particular manufacturer's warranty; all work shall be done in accordance with the requirements and conditions of the warranty. The Contractor shall comply with specific instructions and procedures as imposed by the warranty and shall submit copies of warranty documentation for work performed. Contractor shall also be required to complete and submit Manufacturer Defect Notices for each part or component that malfunctions for any reason other than fair wear and tear.

B9.2 Certain parts furnished by the aircraft, engine, or avionics manufacturer may be covered by a Replacement Parts and Warranty Program. Under this program, the manufacturer may, upon request by the customer, assume the cost or a portion of the cost, for parts and/or labor to replace defective parts or to accomplish designated replacement parts program items. Contractor mechanics shall tag all such items removed from aircraft and give them to the COR.

Section C – Contract Terms and Conditions

C1. 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JUNE 2010).

(SEE ADDENDA WHICH FOLLOWS IMMEDIATELY AFTER CLAUSE 52.212-5)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is

reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

Section C – Contract Terms and Conditions

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts

were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall

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not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

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C2. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUGUST 2011)

C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (AUG 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

☐ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (8) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 2011) (15 U.S.C. 657a).

☐ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns

(JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (10) [Reserved]

☒ (11) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

☐ (iii) Alternate II (MAR 2004) of 52.219-6.

☐ (12) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

☐ (14) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☒ (15) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

☐ (16) (i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (17) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (JUNE 2003) of 52.219-23.

☐ (18) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (19) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657f).

☒ (21) 52.219-28, Post Award Small Business Program Representation (APR 2009) (15 U.S.C. 632(a)(2)).

☐ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

☐ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

☒ (24) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

☐ (25) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

☒ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

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☒ (27) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

☒ (28) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

☒ (29) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

☒ (30) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

☒ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

☒ (32) 52.222-54, Employment Eligibility Verification (JAN 2009). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

☐ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

☐ (37) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

☐ (38)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (JUN 2009) (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

☐ (ii) Alternate I (JAN 2004) of 52.225-3.

☐ (iii) Alternate II (JAN 2004) of 52.225-3.

☐ (39) 52.225-5, Trade Agreements (JUN 2009)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (40) 52.225-13, Restriction on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150)

☐ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (44) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (45) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).

☐ (46) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

☐ (47) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

☐ (48) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

☐ (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☒ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(a) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations.

(b) The services shall be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(1) An “established catalog price” is a price included in a catalog, price list, schedule, or other

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form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(2) An “established market price” is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract shall be the same as that used for these employees and for equivalent employees servicing the same equipment of commercial customers.

(d) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine the applicability of this exemption to any subcontract on or before subcontract award. In making a judgment that the exemption applies, the Contractor shall consider all factors and make an affirmative determination that all of the conditions in paragraphs (a) through (c) of this clause will be met.

(e) If the Department of Labor determines that any conditions for exemption in paragraphs (a) through (c) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Act. In such case, the procedures at 29 CFR 4.123(e)(1)(iv) and 29 CFR 4.5(c) will be followed.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for exempt services under this contract.

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41 U.S.C. 351, *et seq.*).

☐ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

☐ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved.]

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

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(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C3. 52.252-2 CLAUSES INCORPORATED BY REFERENCE

52.204-9- Personal Identity Verification of Contractor Personnel

C4. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

C4.1 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

C4.1.1 It has been determined that Contractor personnel utilized in the support of this contract will not be allowed routine and regular unsupervised access to a federally controlled facility for more than 180 days, nor will they need unsupervised access to a Federally controlled Level 3 or 4 information system.

C4.1.2 Contractor employees utilized in support of this contract, will be treated as visitors (uncredentialed Contractor) and not be required to receive background investigations and credentialing. However, uncredentialed Contractors may be subject to the screening processes utilized at each federally controlled facility where the Contractor services are required. As a minimum, Contractor employees will be issued a temporary/visitor badge and shall display it at all times during contract performance when accessing a federally controlled facility. The COR is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge, if necessary.

C5. SUPPLEMENT TO CONTRACT TERMS AND CONDITIONS

C5. 52.212-4(A) Inspection/Acceptance, the following is added:

After award of the contract(s) and any renewal thereof, an inspection of the Contractor's proposed facility, equipment and personnel may be made by the COR to assure compliance with the requirements of this contract. Inspections can be accomplished when the COR inspectors' normal schedule brings them to the Contractor's operating vicinity, or when a Contractor has been selected for a planned project. Contractor's refusal of inspection may result in the use of a different Contractor. COR will report refusal of inspection to Contracting Officer within 24 hours. Hours for inspection are 0730 to 1630 local time, Monday through Friday (Government holidays excluded) unless otherwise scheduled by the Government. The COR will attempt to schedule the inspection at a mutually agreeable time and confirm the time and date in writing. The Contractor may request rescheduling of any inspection in writing to the COR no later than 7 days prior to the date of the scheduled inspection. The COR will attempt to accommodate the request, if possible.

C5.1. Inspection Of Work In Progress. The Government reserves the right to inspect work in progress on all maintenance events.

C5.2. Inspection And Acceptance. The contractor shall notify the Government each morning of the status of each

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aircraft in repair that day. All aircraft becoming available that day shall be noted. Inspections by AMD quality assurance personnel do not relieve the contractor of his responsibility for inspections of aircraft as required in this document, or as required by the FAA.

C5.3 Performance Test. The Government reserves the right to conduct an evaluation flight of the aircraft and components prior to acceptance. The aircraft ready for evaluation flight shall be considered available at the time it is returned to service by the mechanic and the AMD-2 is properly signed off, and the Government is notified. Should the aircraft not pass the flight evaluation, then the aircraft will be considered to never have been available. The government typically conducts the flight evaluation within 24 hours (normal business days only, subject to weather and pilot availability) of contractor notification.

C5.4 Flight Tests/Ferry Flights/Run Up And Movement. All evaluation /ferry flights shall be conducted by an approved Department of the Interior pilot. The contractor is not authorized to fly the aircraft. Contractor mechanics may run up aircraft for the purposes of inspection and test, including limited movement under power at the contractor's facility (or other repair site) but not on public taxiways, see B3.7.

C5.5 Flight evaluation inspections (for the purpose of acceptance of work performed) shall only include those items on which maintenance was performed or were previously noted as a discrepancy or was an item that was to have been included on the maintenance checklist. New items noted during evaluation flight are considered new discrepancies.

C6. MATERIALS AND WORKMANSHIP.

C6.1 All work shall be performed in accordance with the standards set forth in 14 CFR 43, 145, and the requirements of these specifications.

C6.2 Correction of Non-Conforming Work - Work that was not performed correctly or does not conform to acceptable standards of workmanship shall be repaired at no cost to the Government.

C7 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (52.232-19 APR 1984)

Funds are not presently available for performance under this contract beyond September 30th. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract

beyond September 30th until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

C8. INVOICE SUBMITTAL REQUIREMENTS

C8.1 Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP)

Beginning October 1, 2011, payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP). Payment terms for existing contracts and orders awarded prior to October 1, 2011 remain the same. The Contractor must use IPP for contracts and orders awarded October 1, 2011 and later, and must use the non-IPP invoicing process for those contracts and orders awarded prior to October 1, 2011. "Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

- See requirements in C8.2 below.

The Contractor must use the IPP website to enroll, access and for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frh.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

C8.2 The contractor shall provide a copy of all maintenance record entries, inspection guide entries, and an itemized list of all parts and components and materials used with the invoice.

C8.3 The invoice shall include a unique invoice number, the work order number, aircraft type and FAA aircraft registration number, serial number, date, tachometer (if equipped) or hour meter reading, total time in service, cycles (if tracked) at the time the maintenance activity identified on the invoice was completed.

C8.4 Allowable, reasonable shipping costs for special ordered parts shall be prepaid by the Contractor. Allowable shipping costs will be reimbursed when itemized on the Contractor's invoice for payment and the Contractor has

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provided copies of shipping invoices to support the invoiced amount.

C8.5 Contractor Payment - The contractor's method of payment will be by electronic direct deposit to their financial institution in accordance with Clause 52.232-33 Payment by Electronic Funds Transfer –Central Contractor Registration (May 1999). Payment will be made in accordance with the Prompt Payment Act (31 U.S.C. 3903).

C9. PREWORK MEETING

C9.1 A Pre-work meeting between the Government and the Contractor is typically held at or near the place of performance and is usually in conjunction with the initial inspection of the contractors facility. The Contractor's primary contacts must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to (1) review of the contract in detail; and (2) operational procedures (AMD79B, Government Property, Parts Handling, incident reporting, etc.).

C10. CONTRACT PERIOD AND RENEWAL

C10.1 Contract Period

The contract period shall be October 1, 2011, or date of award through September 30, 2014. Any option years exercised will be for the period of October 1 through September 30th.

C10.2 Option to Extend the Terms of the Contract (48 CFR 52.217-9, MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the contract.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

C10.3. Option To Extend Services (48 CFR 52.217-8, NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The

Contracting Officer may exercise the option by written notice to the Contractor prior to the expiration of the contract.

C11 LIMITATION ON SUBCONTRACT (FAR 52-219-14) (DECEMBER 1996)

C11.1 All subcontracts shall be executed in accordance with Limitations on subcontracting clause of Section C2. The Contractor shall not, without approval of the COR, enter into any subcontract covering any part of the work contemplated by the contract.

C12. ORDERS FOR SERVICES

C12.1 The Government does not guarantee the placement of any orders for use under this contract, and the Contractor is not obligated to accept any orders. However, failure of a Contractor to have equipment and/or personnel available and approved, as specified for use, may result in termination of the contract.

C12.2 Orders for service will be placed by the COR as needs become known. If the Contractor accepts an order, the Contractor shall be obligated to perform in accordance with the terms and conditions stated herein and under the applicable item. If none of the Contractors awarded a contract are available or capable of performing a specific project or if found to be cost prohibitive, AMD reserves the right to utilize other sources to accomplish the project.

C12.3 Orders for service under this contract will be placed with the Contractor offering the best value to the Government for aircraft maintenance services conforming to the Government's individual project requirements. The Government will make its selection for a project based upon familiarity with the work to be done, past performance, capability, location of facility, hangar keepers insurance, and price.

C12.4 Upon acceptance of an order, the contractor will acknowledge receipt by assignment of a Work Order Number on a Government provided, 'AMD-79B AMD Aircraft Maintenance Estimate Form, and submit to the COR. It is impractical to expect contractor to always be able provide a firm estimate upon receipt of aircraft without having the ability to determine the nature and extent of repairs required when aircraft requires disassembly. Contractor shall provide a cost estimate using the AMD-79B Form to the COR as soon as reasonably possible to receive approval to proceed. Contractor will communicate with the COR any changes from what was approved prior to performing the work, unless approved in advance by the COR. (The AMD-79B Form will be provided electronically to each contractor upon contract award). Pricing offered

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under Section A will remain in effect for the duration of this contract.

C12.5 The Contracting Officer's Representative (COR) is authorized to schedule maintenance with the Contractor within the requirements of the contract.

C12.6 In general, orders for scheduled maintenance services will be placed five days in advance. The contractor shall respond to requests for unscheduled maintenance as soon as mutually agreed to by the Government and the contractor. If the contractor is not able to respond in a reasonable time, maintenance services may be obtained from another source.

C12.7 The Contractor shall notify the COR of maintenance items that were not originally anticipated prior to beginning work on those items.

C12.8 Any maintenance requiring overtime, and/or Sunday/Holiday pay must be approved in advance by the COR.

C12.9 Services will be provided at the Contractor's facility. The Aircraft will be delivered to the Contractor's maintenance facility identified in Section A, unless otherwise agreed to by both the Contractor and the Government. All maintenance and repairs will be inspected and accepted by the Government at the Contractor's identified facility, and the Government will be responsible for transporting the aircraft back to Government facilities upon completion and acceptance of maintenance/repair work.

C12.10 Maintenance services may be ordered at locations other than the contractor's principal location. Contractor's travel time to outside facilities will be paid for at the rate identified in the schedule. Travel expenses for food and lodging will be paid at the rates established by the Federal Travel Regulations (FTR) for each overnight stay. Payment for commercial airfare and ground vehicle rental will be made at the actual cost incurred by the contractor. The contractor shall be required to provide airline and/or rental car receipts prior to payment.

C13. OVERNIGHT ALLOWANCE

(Applies only to Government Directed Travel, approved in writing by the COR)

C13.1 Except as provided below, the Government will furnish all meals and lodging to, or pay an overnight allowance equal to the standard maximum rate (or high rate, if applicable) as established by the Federal Travel Regulations (FTR) for each mechanic required by the specifications to remain with the aircraft.

C13.2 Neither meals, lodging nor overnight allowance will be furnished, if the mechanic is not away overnight and does not incur a lodging expense (or otherwise furnished by the Government).

C13.3 If the Government does not furnish meals and lodging, the Government will pay the Contractor expenses, not to exceed the current standard overnight allowance unless the Contractor submits a claim for a location listed as a high rate area (high rate listing to be furnished at time of award). The amount listed includes an allowance for both meals and lodging.

C13.4 When either meals or lodging are provided by the Government, the Contractor will be reimbursed at current FTR rates for the portion that is Contractor provided.

C13.5 The first and last day of travel will reimburse at an amount not to exceed 75% of the daily maximum rate.

C13.6 The maximum rates reimbursable under this contract for meals and lodging are governed by the FTR in effect for Federal Employees. Rates may be located at www.gsa.gov. These rates may be subject to change at any time. Payments/reimbursements will be made on the basis of the most current published rates. The Contractor will be advised by letter from the Contracting Officer as to changes in rates.

C13.7 Receipts are not required for meal reimbursements. Lodging receipts are not required for claims under standard rate category reimbursements.

C13.8 In order to qualify for High Rate reimbursements, a paid, legible, itemized lodging invoice/receipt must be furnished. The receipt must show employee(s) names, date(s), location and amount paid. Reimbursement will be made on the basis of the actual amount paid, not to exceed the applicable High Rate lodging schedule amount.

C14 AUTHORITY OF GOVERNMENT REPRESENTATIVES

C14.1 Contracting Officer (CO)

The CO is the appointed Government official with authority to enter into, administer and terminate this contract. **No one but the CO is authorized under any circumstances to:**

- Award, agree to, or execute any contract, contract modification, or notice of intent.
- Obligate in any way the payment of money by the Government.
- Make a final decision on any contract matter that is subject to the Disputes clause of this contract.

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- Terminate, for any cause, the Contractor's right to proceed.

C14.2 Contracting Officer's Representative (COR)

The Contracting Officer's Representative (COR) is appointed by the Contracting Officer and is authorized to take any or all actions with respect to administrative functions as follows:

- Schedule maintenance services in accordance with the terms of the contract.
- Issue Government Furnished Property (if any) per the terms of the contract.
- Assure that the Contractor performs in accordance with the contract.

The COR(s) for this contract is:

Daryl Carson
Kimmerle Minder
Edward Kornfield

C14.4 Pilot Quality Assurance Representative; Inspection/Acceptance

The Pilot Quality Assurance Representative operating the aircraft may be the direct contact for, reporting discrepancies and performance of check flights to confirm inspection and acceptance of work performed.

C15. GOVERNMENT PROPERTY

C14.1 Aircraft and its installed equipment are considered Government owned property. All Parts will be returned unless the COR has determined the parts removed is an expendable item(s) and at such time will give approval for disposal. All items that are determined to be unserviceable or otherwise changed out, shall be listed (to include make model and serial number, if applicable and condition code) on an addendum to the work order. All equipment furnished and installed by the contractor shall become Government property upon installation and payment.

C15.2 Security/Damage - When aircraft are delivered to the contractor, any physical damage shall be noted on the AMD-2 Aircraft Flight Use Report. All damage shall be immediately brought to the attention of the COR. The contractor is responsible for the aircraft during maintenance activities.

C16 ORDERING LIMITATIONS:

C16.1 Overall Limitations: Individual transactions placed under this contract shall not exceed \$100,000.00.

C16.2 Individual Order Limitations: The following individuals are authorized to place orders for service under this agreement, subject to the following dollar limitations per each individual transaction:

Daryl Carson:	Not to exceed \$25,000.00
Kimmerle Minder:	Not to exceed \$10,000.00
Edward Kornfield:	Not to exceed \$10,000.00

Contracting Specialist or
Contracting Officer All orders over \$25,000.00

C16.3 Changes to the above individuals or ordering limits will be made through unilateral contract modification.

Letters of delegation to these individuals will be issued by the Contracting Officer with a copy provided to the contractor.

C17. HANGAR KEEPERS INSURANCE.

C17.1 The contractor shall at its own expense, except as stated below, provide and maintain Hangar Keepers Insurance of not less than \$250,000. Contractor shall provide the Contracting Officer written documentation that the required insurance has been obtained along with a copy of the insurance certificate. Coverage of the insurance shall be effective for the period of the contract.

C17.2 Contractors that do not provide hangar keeper's insurance may be considered for contract award on a case-by-case basis. The Government will evaluate and potentially limit the amount of work at facilities that do not provide insurance, in order to minimize its risk of loss.

C18 EXHIBITS

Section C

Attachment 1: OPM 06-AR-01

Attachment 2: AMD-79B

Attachment 3: Contract Maintenance Facility
Qualification/Inspection Evaluation Checklist

Section E

Attachment 4: Reference Questionnaire

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Attachment 1



United States Department of the Interior National Business Center

Aviation Management
4405 Lear Court
Anchorage, AK 99502-1032



AM OPERATIONAL PROCEDURES MEMORANDUM (OPM) 06-AR- 01

Subject: Fleet Services Operational Procedures for Alaska Region Fixed Wing Aircraft

Effective Date: February 1, 2006

Supersedes: January 31, 2005

Distribution: Commercial Vendors and Regional Aviation Managers

Expiration Date: December 31, 2006

1. Purpose: This OPM establishes maintenance procedures for all Alaska Region fleet aircraft. These requirements and procedures are in addition to Department of the Interior's Manual, and Operational Procedures Memorandums issued by the Aviation Management Directorate (AMD) National Office.
2. Background: A task force was convened to study Alaska fleet maintenance procedures. It identified the need to separate the fleet management responsibilities from the Alaska Region Repair Station.
3. Procedures: Maintenance of all aircraft operated through the AMD Alaska Region is managed by Fleet Services. All requests for maintenance must be coordinated through this office. All maintenance will follow the procedures outlined below. For the purposes of this OPM the term **facility** refers to both commercial vendor and the OAS Repair Station.
 - A. Primary Maintenance Facilities: To the extent possible, each aircraft will be assigned to a facility that will be asked to provide both preventative and remedial maintenance for a designated period of time (i.e., an entire field season). Maintenance assignments will be made by Fleet Services based upon geographic location and an assessment of what facility can provide the best support and service for the required task. Fleet Services reserves the right to

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make changes to assigned aircraft or rotate aircraft to different facilities should the need arise.

1. Scheduling of Routine and Non-Routine Maintenance:

- a. Scheduled Maintenance - Individual pilots are authorized to schedule maintenance directly with the primary maintenance facility assigned to their respective aircraft. Scheduled maintenance events (i.e.: annual inspections or 100 hour inspections) are to be scheduled at least 14 days in advance of the event. The pilot shall notify Fleet Services whenever maintenance is scheduled. This will allow time for Fleet Services to provide the facility with necessary information and aircraft records, and establish a work order number and procurement approvals for work to be performed.

At that time, the facility will be authorized to commence an inspection of the aircraft to determine if any repairs are required. A written discrepancy list and corrective action estimate will be required. The corrective action list shall include an estimate of the labor required to correct the problem as well as parts and their associated cost. This information shall be hand delivered or faxed to Fleet Services for their review and approval.

- b. Unscheduled Maintenance – Individual pilots will be authorized to deliver aircraft to the facility for unscheduled, remedial maintenance. Pilots are required to record **ALL** unscheduled maintenance discrepancies in the OAS-2 Flight Log.
 - (1) Minor Discrepancies - Based upon the written discrepancies, the maintenance facility is authorized to inspect the aircraft to validate the discrepancy and determine an appropriate remedy. The maintenance facility may be authorized to expend up to four hours of labor to inspect and, if possible, correct (all recorded) discrepancies. No prior approval is required for the correction of these small, unscheduled discrepancies (subject to the four-hour limitation) that affect the airworthiness of the aircraft. However the maintenance facility is required to provide timely (same day) verbal notice to Fleet Services that unscheduled maintenance was required. The original OAS-2 Flight Log,

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containing the original discrepancy, must be annotated with the mechanic's corrective actions, including a return to service signature and mechanic certificate number. The completed OAS-2 (original) along with the facilities work order/invoice shall be submitted to

Fleet Services for review. Upon receipt and review of these documents, the facility will be contacted and payment arrangements will be made if the facility is a commercial vendor.

- (2) Major Discrepancies – Upon receipt of an aircraft containing major unscheduled discrepancies, the facility shall notify Fleet Services that the aircraft has arrived at their facility. At that time the facility is authorized to commence an inspection of the aircraft to determine the cause of the problem and prepare a written discrepancy list and corrective action list. The corrective action list shall include an estimate of the labor required to correct the problem as well as parts and their associated cost. This information shall be hand delivered or faxed to Fleet Services for review and approval [see paragraph .3a(3), (a), (b), (c), and (d)]. Upon receipt and review of these documents, the facility will be contacted and payment arrangements will be made if a commercial vendor is the facility.
2. Parts - Maintenance facilities shall have the primary responsibility for furnishing parts required for repairing aircraft. A limited number of items, such as replacement engines, propellers, or radio replacements may be available from Fleet Services. Major components may be discussed at the time of inspection. In the event AMD does furnish parts, the facility shall be required to return cores to AMD, prepaid, along with appropriate paperwork, before payment for services will be made. Shipping of cores and returned items will be reimbursed to the facility as part of the maintenance cost. The facility will tag the cores with the aircraft number they were removed from, the discrepancy, and the AMD work order number.
3. Procurement Approvals – All work, with the exception of the 4-hour inspection correction procedure identified above, requires **prior approval** before any work is accomplished. The following procedures must be followed.
 - a. Approvals - All requests for maintenance services must be assigned an AMD Work Order number and a procurement identification number. The latter can be a Purchase Order, Blanket Purchase Agreement (BPA), a credit card number or

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in-house identifier. Both BPA's and credit card transactions also have a unique "Call" number that identifies a specific transaction with a specific facility. No work shall be performed unless there is a Work Order and a procurement number, complete with call number and a dollar amount (where appropriate) that shall not be exceeded without prior approval.

- b. **Payment for Services** - No payments will be processed without an ORIGINAL facility statement, (no facsimile or copies), to include the return to service signature, all required documents (FAA Form 337's, maintenance records, parts tags, Weight and Balance changes, etc., including the return of cores for parts furnished by AMD). Payments in amounts beyond that previously approved will not be processed.

Although credit card transactions are encouraged, a facility may choose (on a case by case basis) the method of payment. The payment method shall be written on the original statement (i.e.: Credit Card or EFT). An Electronic Funds Transfer (EFT) may be selected and the net amount will be paid within 30 calendar days from the date of submission of a correct statement. Credit card transactions may not be processed through a financial institution until Fleet Services formally approves the transaction. Failure to comply with the foregoing may result in a charge being contested.

- c. **Responsibilities and Authorities** - The following individuals are authorized as follows:

(1) **Chief, Fleet Services** – Responsible for the overall operation of Fleet Services as well as providing technical oversight on maintenance activities. The Chief, Fleet Services will evaluate maintenance requests, the corrective actions proposed, and provide technical concurrence for all maintenance events.

(2) **Quality Assurance Specialist**. This person is authorized to obligate AMD for expenditure of Government Funds for aircraft maintenance and parts not to exceed \$25,000.00 per individual transactions. This person may also provide technical concurrence for maintenance events.

(3) **Quality Assurance Specialist**. This person is authorized to obligate AMD for expenditure of Government Funds for aircraft maintenance and parts not to exceed \$2,500.00 per individual transaction. This person may also provide technical concurrence for maintenance events.

Section C – Contract Terms and Conditions

(4) For Maintenance events exceeding \$25,000.00 per individual transaction, approval from Fleet Services will require processing through the NBC Contracting Staff.

4 Limitations:

This OPM outlines maintenance procedures however individual assignment of aircraft to a facility may be cancelled at any time by either party giving written notice. Continuation of a facility to maintain an assigned aircraft is subject to the facility furnishing a high quality of aircraft maintenance while providing a high level of customer satisfaction at a reasonable cost and down time. Nothing in this agreement shall be construed to limit AMD from seeking maintenance support from other facilities. Major aircraft alterations or rebuilds are not included in this OPM, and may be competitively bid if it is determined to be in the best interest of the government.

5 Expectations:

A. What the facility should expect

If the aircraft comes in for a scheduled maintenance event, the pilot should notify the facility and AMD in adequate time for the maintenance package to be in the facility's hands (14 days advance notification). Contact between the pilot and the facility will insure the schedule will be kept in an acceptable manner. A complete list of known discrepancies will be entered in the OAS-2 Flight Log book before the aircraft and book are turned over to the facility. If any modifications are to be done by another facility during the same event (i.e.: avionics), both facilities will be scheduled before the work starts.

If the aircraft comes in for an unscheduled airworthiness maintenance event, the facility can expend up to four man-hours to troubleshoot and repair while contact is being made with Fleet Services. This will be used to reduce response time and improve mission availability. It will not be used for Pilot responsibilities (oil changes, etc) or as a means to circumvent the system when normal arrangements can reasonably be made. The pilot and facility will notify Fleet Services as soon as possible when such quick response maintenance is required. All discrepancies will be entered on the OAS-2.

If an operational flight is required, the appropriate pilot will complete the necessary flight, log it on the OAS-2, and return the white copy to the facility for submittal with the invoice. Once the complete package is returned to Fleet Services, the facility will be paid as quickly as is legally feasible (work outside of OAS Repair Station).

Section C – Contract Terms and Conditions

B. What AMD should expect

The pilot and facility will notify AMD of upcoming maintenance as soon as possible (pilot notification 14 days in advance of scheduled events). All required paperwork will be complete and submitted with the bill after the aircraft is returned to service. The facility will furnish all required parts and materials, with the exception of a few specialty, or big-ticket items (engines, propellers, and some avionics). If AMD furnishes parts, return of the properly identified cores will be one of the prerequisites for processing payment.

C. What the pilot should expect

When maintenance is complete, the facility will brief the pilot on the work accomplished. The reasons that a check flight is required and anything that might affect the flight characteristics of the aircraft will be pointed out. Any required changes to the Aircraft Operating Manual or Pilot's Operating Handbook, weight and balance, or equipment list will be in the aircraft. There will be an entry in the OAS-2 indicating that maintenance is complete and the aircraft is released for return to service, with the inspector's name and certificate number. When the return to service flight is complete and all discrepancies are addressed, the pilot will make an entry in the OAS-2 accepting the aircraft for return to service. That OAS-2 will be returned to the facility for inclusion in the billing package.

Recommend Approval:

/s/ Harry J. Kieling, Jr.
Regional Director

Approval:

/s/ Mark Bathrick
Associate Director

Section C – Contract Terms and Conditions



United States Department of the Interior
National Business Center
Aviation Management
300 E. Mallard Dr., Ste 200
Boise, Idaho 83706-3991



In reply refer to: 104/113A-2

July 6, 2011

Memorandum

To: Aviation Board of Directors (ABOD)

From: Mark L. Bathrick, Associate Director, NBC, Aviation Management

Subject: Extension of CY06 & CY09 Operational Procedures Memoranda

During calendar year 2006 (CY06), the National Business Center Aviation Management (NBC-AM) in partnership with the Aviation Board of Directors (ABOD), conducted an exhaustive review and updating of the aviation Departmental Manuals (350 – 354 DM series). As a result of this review, we were able to eliminate seventeen (17) CY06 Operational Procedures Memoranda (OPM's) through their incorporation into the new Departmental Manuals (DM's).

Based on recent guidance, the DM's are currently routing through the surname process. However, their release continues to be delayed. To ensure that Department aviation managers and field personnel continue to have clear aviation policy and operational procedures guidance, another extension of the existing CY06 & CY09 OPM's is necessary. Since the previous aviation DM's remain in effect, the current CY06 and CY09 OPM's which were written to supplement these DM's are hereby **extended until September 30, 2011.**

As the designated aviation executives for each of your bureaus, **please disseminate this important information to all your bureau aviation operations personnel.** To assist you in this effort, NBC-AM will also be posting a copy of this extension authorization on our website: <http://amd.nbc.gov/>.

When the new DM's are approved, NBC-AM will provide appropriate notification. At that time, new CY11 OPM's will be issued with an effective date coinciding with the issuance of the new DM's.

Please contact the NBC-AM Deputy Director, Stew Walker, at 208-433-5002 or by email at stewart_walker@nbc.gov if you have further questions.

Handwritten signature of Mark L. Bathrick.

cc: Director, NBC
ABOD Working Team

Section C – Contract Terms and Conditions

Attachment 3

CONTRACT MAINTENANCE FACILITY QUALIFICATION/INSPECTION EVALUATION CHECKLIST

Note to Offerors: We encourage you to provide, applicable to your proposal, significant detail as it relates to your capabilities to provide the aircraft maintenance services solicited here as well as your facilities overall qualifications. Please mark the checklist indicating the items you are providing as part of your qualifications and attach additional documentation or short narratives to enhance understanding (as needed) of your capabilities in the areas identified below. The answers to the following information should pertain to the aircraft types listed in SECTION A (i.e. Piper, Cessna, Scout, Husky, etc...)

This checklist will also be used by the COR to perform inspections in accordance with C5.

CERTIFICATIONS			
YES	NO	N/A	
			Number of years in business
			FAA CERTIFIED REPAIR STATION – CAPABILITIES AND RATINGS
			INSPECTION AUTHORIZATION – No. employee's (list by name if not a Repair Station)
			NONDESTRUCTIVE TESTING (NDT) CERTIFICATION LEVEL
MANUFACTURER SERVICE CENTER			
YES	NO	N/A	
			AIRFRAME
			ENGINE
			OTHER
MANUFACTURER & COMPONENT TRAINING			
YES	NO	N/A	
			SPECIFIC AIRCRAFT & ENGINE MODELS OF TRAINING
			OTHER COMPONENT TRAINING
			NUMBER OF EMPLOYEES THAT HAVE COMPLETED TRAINING
			CURRENCY OF TRAINING

Section C – Contract Terms and Conditions

EXPERIENCE WORKING ON AIRCRAFT LISTED IN SECTION A

YES	NO	N/A	
			MODELS AIRFRAME – YEARS EXPERIENCE
			MODELS AIRFRAME – NUMBER MAINTAINED – INSPECTIONS PER YEAR
			KEY EMPLOYEES WITH MODEL EXPERIENCE - NUMBER

FACILITY AND EQUIPMENT

YES	NO	N/A	
			HANGER KEEPERS INSURANCE
			HANGER
			HOIST AND JACKS
			HYDRAULIC MULE
			BALANCE EQUIPMENT – PROPELLER, ROTOR, TIRES, ETC
			TESTERS – BARFIELD, DEAD WEIGHT, ETC
			AIRCRAFT WEIGHING SCALES
			ORGANIZATION/ CLEANLINESS

CAPABILITIES – ON AIRCRAFT IN SECTION A

YES	NO	N/A	
			AIRFRAMES
			ENGINES
			PROPELLERS
			AVIONICS
			COMPONENT OVERHAUL
			PARTS INVENTORY
			SHEET METAL REPAIR/MODIFICATION
			COMPOSITE REPAIR/MODIFICATION

TECHNICAL LIBRARY (CURRENT)

YES	NO	N/A	
			AIRFRAME
			ENGINE
			REGULATORY
			SERVICE BULLETINS
			COMPONENT MANUALS (MAGNETOS, ETC)

Section C – Contract Terms and Conditions

PAST PERFORMAMCE (FOR AMD USE ONLY)

SATISFACTORY	EXCEPTABLE	UNSATISFACTORY	
			YEARS IN BUSINESS
			QUALITY OF WORK
			COMMUNICATION
			MEETING OR EXCEEDING COMPLETION TIME ESTIMATES
			AVAILABILITY
			WARRANTY
			TIMELY, PROPER AND DETAILED INVOICE AND REQUIRED DOCUMENTS

SECTION D--INSTRUCTIONS TO OFFERORS

SECTION D – INSTRUCTIONS TO OFFERORS

D1 GENERAL INFORMATION

D1.1 The services of this Request for Proposals (RFP) are being acquired under the authority of Federal Acquisition Regulations (FAR), Part 12, Acquisition of Commercial Items and FAR Subpart 13.5, Test Program for Certain Commercial Items.

D1.2 If you wish to compete for the contract described in Sections A through C of this RFP, you must submit a proposal that includes a signed and dated offer and other requested information by the time and date shown on the SF1449.

INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (52.212-1 JUN 2008) [Tailored SEPT 2005]

D2 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD

The NAICS code and small business size standard for this acquisition is 488190 and \$7 million respectively.

D3 SUBMISSION OF PROPOSALS

To be considered as a prospective Contractor for the requirement identified in this solicitation, an offeror must submit a proposal consisting of a valid offer and the Offeror Capability Information identified below. Send proposals to:

By mail, facsimile, hand carried or express delivery service:

**Department of the Interior
Aviation Management-ATTN: Stephanie Oberlander
4404 Lear Court
Anchorage, AK 99502**

Facsimile: 907-271-6446

It is the offeror's responsibility to ensure that proposal is received. To verify receipt, call 907-271-6061.

D4 OFFER CONTENTS

D4.1 SF 1449, Solicitation/Contract/Order for Commercial Items, completed and signed.

D4.2 Solicitation Section A, pricing page(s) completed where indicated with unit rates offered in U.S. whole dollars.

D4.3 A completed copy of the Offeror's Representations and Certifications included in Section E (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically).

D4.4 A completed copy of Offeror's Miscellaneous Information included in Section E.

D4.5 Acknowledgment of Solicitation Amendments (if any).

D4.7 Offeror Capability Information. Offeror must include:

A completed copy of the Reference Questionnaire (Attachment 4) included in Section E which will list offerors past clients/customers for whom maintenance services on like make and model aircraft (listed on the pricing sheet in section A) have been performed. References must be within the last three years. This will be used to evaluate your organizational experience and past performance.

D4.8 Certificate of Hanger Keeper Insurance, or intent to acquire, contingent upon award.

D4.9 Copy of FAA Repair Station Certificate (if applicable).

D4.10 Copy of A&P Mechanics, and A&P, IA Mechanics employed (if not a repair station).

D4.11 Listing of Manufacturer's Repair/Maintenance manuals on hand to support aircraft maintenance.

D5 LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS

Late Submissions, Modifications, Revisions and Withdrawals of Offers are subject to the terms of Federal Acquisition Regulation (FAR) clause 52.212-1(f), which is incorporated by reference, except that offers may be withdrawn in writing at any time before award is made.

D6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to

SECTION D--INSTRUCTIONS TO OFFERORS

obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

D7. CENTRAL CONTRACTOR REGISTRATION

Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. Failure to register in the CCR database prior to award may affect your ability to be awarded a contract and the Contracting Officer may proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

EVALUATION OF PROPOSALS

The Government intends to make multiple awards under this solicitation in order to provide contract services for each aircraft in their respective locations as listed in Section A. The Government will evaluate proposals and select the Contractor based on (1) Offer Acceptability, (2) Evaluated Price, (3) Facility Location, (4) Offeror Capability and (5) Hangar Keepers Insurance, as explained below.

D8 OFFER ACCEPTABILITY

The Government must deem offers to be acceptable to consider them further and will base determinations of offer acceptability on the following two subfactors:

D8.1 Assent to Solicitation Terms. Your offer must assent to all terms of this request for proposals and you must provide all information requested. Your offer will be unacceptable if you take exception to any term of this solicitation.

D8.2 Unacceptable offers will be eliminated without considering offeror capability or price.

D9 EVALUATED PRICE

D9.1 The Government will evaluate the reasonableness of the price of each acceptable offer in relation to the offeror's relative capability. The evaluation will be based on an analysis of the competitiveness and reasonableness of the rates provided in Section A.

D9.2 The Government will evaluate the hourly rates, parts mark-up and other misc. charges in acceptable offers, including all option year rates. The contractors' qualifications, certifications, capabilities and experience will be considered in determining each offeror's price as acceptable, fair and reasonable. The Government will then perform a tradeoff analysis, as described below in section D13 TRADEOFF ANALYSIS AND CONTRACTOR SELECTION with the remaining offers.

D9.3 The Government reserves the right to reject offers that have materially unbalanced rates in comparison to other offers received. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and there is a reasonable doubt that the offer will result in the lowest overall cost to the Government even though it may be the low evaluated offer, or if it is so unbalanced as to be tantamount to allowing an advance payment.

D10 FACILITY LOCATION

The Government desires to award contract(s) for maintenance services within the general location of each home base listed in Section A1. Awards may be made to sources outside the designated area, if necessary.

D11 OFFEROR CAPABILITY

The Government will evaluate your capability based on the following two subfactors:

D11.1 Organizational Experience. The Government will base its evaluations of your experience on the extent to which you have performed services of the kind described in paragraph B3 of the Technical Specifications of this RFQ and under similar contract terms. The more recent your experience, and the broader and deeper, the better the evaluation you will receive. Your firm's experience as an organization as well as that of key employees will be considered.

D11.2 Organizational Past Performance. The Government will evaluate your past performance in rendering services of the kind described in paragraph B3 of the Technical Specifications of this RFQ. "Past Performance" refers to the quality of your work in the past. Your past performance will be evaluated on the basis of information obtained from references provided on the Reference Questionnaire (located in Section E) and other sources. The Government will give greater weight to its own experiences with you, if any, than it will give to reports obtained from others; and it will not consider past performance more than three years old.

D 12 HANGAR KEEPERS INSURANCE

The Government will evaluate Offerors based upon their submittal of certificates of hangar keepers insurance with a minimum of \$250,000 coverage. Offerors that demonstrate

SECTION D--INSTRUCTIONS TO OFFERORS

adequate hangar keepers insurance will be given more consideration for contract award than contractors who do not obtain insurance. Offerors who do not provide certificates of hangar keepers insurance will be evaluated on a case-by-case basis based upon facility location and other evaluation factors.

D13 TRADEOFF ANALYSIS AND CONTRACTOR SELECTION

The Government will compare the acceptable offers on the basis of the evaluation factors cited above. Award will be made to offerors who demonstrate the best combination of the evaluation factors. The Government reserves the right to limit the number of awards based on location and the expected work needed.

The Government will make comparisons among the offerors until the Contracting Officer has decided which offeror(s) represent the ultimate best value to the Government. The Government may make multiple awards for each location, or limit the number of awards for each location, whichever is determined advantageous to the Government.

D14 NOTICE OF AWARD

The Government will provide all of the successful offerors with a written notice of award, either by mail or other means, upon selection. This notice will result in a binding contract without further action by either party.

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

E1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of Manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of

military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 of which is owned by one or more veterans (as defined by 38 U.S.C. 101(2)) or, in the case of publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is ☐, is not ☐ a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represents itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it is ☐, is not ☐ a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represents itself as a small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it is ☐, is not ☐ a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it is ☐, is not ☐ a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it is ☐, is not ☐ a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the

WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.]* Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]* The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

NOTE: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern. (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it is ☐ a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* (Not applicable to this solicitation.)

(10) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* (Not applicable to this solicitation.)

(11) *Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]* (Not applicable to this solicitation.)

(12) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that—

(i) it is ☐, is not ☐ a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and

(ii) it is ☐, is not ☐ a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.* The offeror represents that--

(i) It **has** ☐, **has not** ☐, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, and

(ii) It **has** ☐, **has not** ☐, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It **has developed and has on file** ☐, **has not developed and does not have on file** ☐, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It **has not** ☐ previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Not applicable to this solicitation.)

(g) *Buy American Act - Free Trade Agreements - Israeli Trade Act Certificate.* (Not applicable to this solicitation.)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) **Are** ☐, **are not** ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) **Have** ☐, **have not** ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction

of records, making false statements, tax evasion, or receiving stolen property; and

(3) **Are** ☐, **are not** ☐ presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

(4) **Have** ☐, **have not** ☐ presently, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* (Not applicable to this solicitation)

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

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(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does ☐, does not ☐ certify that –

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[X] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does ☐, does not ☐ certify that –

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customer.

(3) If paragraph (k)(1) or (k)(2) of this clause applies–

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal Government.

(4) *Type of Organization*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign Government;

☐ International organization per 26 CFR

1.6049-4;

☐ Other _____

(5) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.* (1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.* (1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if –

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

E2. Offeror’s Miscellaneous Information

Offeror’s DUNS Number		
Offeror’s Complete E-mail Address		
Offeror’s Office Telephone Number		
Offeror’s Facsimile (FAX) Number		
Offeror Representative(s) Contact	1. Name	Telephone
	2. Name	Telephone

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Attachment 4

Reference Questionnaire

You may recreate this form but it must include all the information listed and be in this format.

If we are unable to contact your references based on the information you provide, you may not receive consideration for the work done. Include recent (not more than 3 years old) aircraft maintenance services of the kind described below.

Project Descriptions and Location (Include contract number, if available, location, type of maintenance work done)	Client Name, Point of Contact, Phone Number and Facsimile Number	Dates of Which Work Was Performed	
		FROM	TO
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			